

When Recorded please mail to:  
Asset Management West 13, LLC  
18831 Von Karman Suite 380  
Irvine, CA 92612



201006030047516

Prince William County, VA Pgs: 1

06/03/2010 2:21:01PM

Michelle B. McQuigg, Clerk

ASSIGNMENT

Circuit Court of the County of Prince William

Date of Deed of Trust: April 21, 2004

Instrument Number: 200404220068107

Name of Maker: Horacio A. Bonilla and Rosa L. Bonilla

Name of Trustee: Kevin J. Kelley, P.C.

Beneficiary: National Penn Bank

Original Amount Secured: \$500,000.00

The undersigned, the Beneficiary of the obligation secured by the above-mentioned Deed of Trust, hereby certifies that the obligations secured thereby have been assigned to Asset Management West 13, LLC as to a 60% interest and Advantage Property Ventures I, LLC as to a 40% interest.

Given under my hand this 10 day of May, 2010.

National Penn Bank

Name:

Title: Attorney-in-fact

Advantage Property Ventures, L.P.  
General Partner Shawn Wilkoff

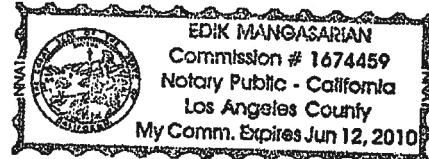
State of CA.

City/County of Los Angeles, to-wit;

Subscribed, sworn to and acknowledged before me by Shawn Wilkoff as  
of National Penn Bank.

Notary Public

My Commission Expires:  
#224416 Jun 12 2010  
#13-10-1419



① B

201006030047517  
Prince William County, VA Pg 4  
06/03/2010 2:21:29PM  
Michelle B. McQuigg, Clerk

ATTACHMENT 2

**CONTINUING POWER OF ATTORNEY**

The undersigned, National Penn Bank, organized and existing under the laws of the United States of America ("Seller"), hereby irrevocably constitutes and appoints Advantage Property Ventures, L.P. (together with any officer on its behalf, the "Buyer"), its true and lawful attorney and agent with power and authority to do any and all acts and things reasonably necessary to transact all business connected to the Loans, evidenced by the Notes set forth on Schedule A to the Asset Sale Agreement dated 3/16/2010, (the "Contracts"), as amended, supplemented and modified from time to time (the "Asset Sale Agreement"), entered into by and between Seller, and Buyer, together with any real or personal property which secure such Contracts, including, without limitation, the related, mortgages and deeds of trust, assignments of leases and rents, security agreements and financing statements, guaranties, and other agreements and documents, whether an original or a copy or whether or not similar to those enumerated, evidencing, securing, guarantying or otherwise documenting or giving notice of the Loans and any performance or payment obligations with respect thereto, and title insurance policies insuring the liens thereof (the "Collateral Documents") all of which were assigned by Seller to Buyer, including those in which Seller or its predecessors are listed as lienholder, beneficiary, or the like, which Contracts and related Collateral Documents have been assigned to and acquired by Buyer pursuant to the terms of the Asset Sale Agreement, including, but not limited to, the following:

- a) Endorse, without recourse, pursuant to a stamp approved by Seller, names, checks, or other instruments of payments made on the Contracts;
- b) Execute assignments from Seller to Buyer or amendments of the Collateral Documents, including, mortgages, deeds of trust, assignments of leases or rents, financing statements and other security and lien-creating instruments related to the Contracts;
- c) Execute releases of liens, termination statements, and the like with respect to the Contracts;
- d) Perform any and all servicing and collection functions with respect to the Contracts including, without limitation, the servicing functions as contemplated by the Asset Sale Agreement;
- e) Execute and deliver, on behalf of itself, the lien holder of record and/or Seller, as applicable or appropriate, any and all instruments of satisfaction or cancellation, or partial or full release or discharge, and all other comparable instruments with respect to the Contracts or to the real property and/or personal property securing such Contracts including, without limitation, any discharges, releases, satisfactions, or similar forms, with respect to any of the real property and/or personal property securing such Contracts;
- f) Execute and deliver any and all instruments and take any and all further action in the

name of and on behalf of Seller as may be required or deemed desirable to accomplish any and all of the foregoing and carry out the purpose of this Power of Attorney; and

g) Demand, reduce to possession, collect, receive, receipt for, endorse, comprise, settle, or assign without recourse any and all indebtedness, notes, mortgages, deeds of trust, assignments of leases and rents, and security interests, together with all monies due or to become due under said Contracts, including without limitation, proceeds from claims on any insurance policies relating to such Contracts and any and all claims, chooses in action, and rights and causes of action relating thereto, including without limitation any and all real property and personal property, and insurance policies held as security for said Contracts, and all other property of every kind identified in said whole or in part and in connection therewith to execute, acknowledge, or handle any instruments in writing which may become necessary in order to carry the foregoing powers into effect.

Buyer is hereby empowered to do any and all lawful acts requisite for affecting the transfer of the Contracts, and the Collateral Documents and liens granted thereby, and Seller hereby ratifies and confirms any and all lawful acts that Buyer shall do pursuant to and in conformity with this Power of Attorney. Seller further grants unto Buyer and its agents full authority and power to do and perform any and all acts necessary or incident to the execution of the powers herein expressly granted, as the Seller or its agents might or could do if personally present.

To induce any third party to act hereunder, Seller hereby agrees that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder, and that revocation or termination hereof shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such third party.

The rights, powers, and authority granted hereby shall commence and be in full force and effect on 3/24/2010, and shall remain in full force and effect thereafter. Seller has given this Power of Attorney in connection with a sale of the Contracts and related collateral to Buyer and to induce Buyer to purchase the Contracts and related collateral. This Power of Attorney is irrevocable and it is coupled with an interest.

Seller shall execute and deliver such further designations, powers of attorney or other instruments, as Buyer shall reasonably deem necessary for its purposes hereof.

Seller executes this Power of Attorney with the intent to be legally bound hereby, and with the intent that the execution shall have the full dignity afforded by the accompanying witnessing and notarization and all lesser dignity resulting from the absence of such witnessing and notarization or any combination thereof.

Executed this 22nd day of March, 2010.

NATIONAL PENN BANK

By: 

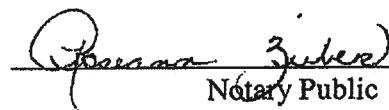
Richard M. Geld  
Senior Vice President

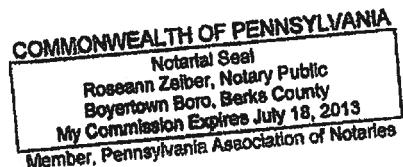
2

COMMONWEALTH OF PENNSYLVANIA :  
: ss.  
COUNTY OF BERKS :

On this, the 22nd day of March, 2010, before me, the undersigned officer, personally appeared Richard M. Geld, who acknowledged himself to be the Senior Vice President of NATIONAL PENN BANK, and that he as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Roseann Zeiber  
Notary Public



4